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EXAMINER

FADOK, MARK A

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 04/30/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/388,723

Applicant(s)

WALKER ET AL.

Examiner

Mark A Fadok

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☐ Responsive to communication(s) filed on ____.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☐ Claim(s) 1-29,31-43,45-104,106,107 and 109 is/are pending in the application.
- 4a) Of the above claim(s) ____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) ____ is/are allowed.
- 6) ☒ Claim(s) 1-29,31-43,45-104,106,107 and 109 is/are rejected.
- 7) ☐ Claim(s) ____ is/are objected to.
- 8) ☐ Claim(s) ____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on ____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on ____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. ____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 5,6,11.
- 4) ☐ Interview Summary (PTO-413) Paper No(s) ____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other:

DETAILED ACTION

Response to Amendment

The Examiner is receipt of Applicant's response to Office action mailed 10/2/2002, which was received 2/13/2003. Acknowledgement is made of the cancellation of claims 30,44,105,108 and 110 and the amendment of claims 1,38,39,41,42,43,45,46,97,101,102,103,104,106 and 109 leaving claims 1-29,31-43,45-104,106,107 and 109 as pending. The amendment and IDS, which was filed 11/4/2002, have been entered. The amendment and arguments provided by the applicant have been carefully considered, but were found not to be persuasive; therefore, the following rejection necessitated by amendment is provided below.

Furthermore, the prior art that was not considered because it was not available in the IDS's received 11/10/1999 and 11/22/1999 (i.e. Foreign and NPL literature) have been received and reconsidered in this Office Action.

Double Patenting

The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double

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patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Please note that a Terminal Disclaimer may not be held in abeyance, therefore should the Applicant respond without a Terminal Disclaimer in their next response it will be considered nonresponsive.

2. **Claims 1-29,31-43,45-104,106,107 and 109 are provisionally rejected under the judicially created doctrine of double patenting over the claims and specification of copending Applications No. 09/337,906, 09/605,818 and 09/540,709. This is a provisional double patenting rejection since the conflicting claims have not yet been patented.**

3. The subject matter claimed in the instant application is fully disclosed in the referenced copending application and would be covered by any patent granted on that co-pending application since the referenced co-pending application and the instant application are claiming common subject matter, as follows: Both disclose a method for purchasing a product online and passing on information to facilitate a redemption for the purchase at a retailer. The applications also claim features such as transferring said information to a voucher, offering rebates, and providing for the option to provide a substitute.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

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invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-15, 18-29, and 38-43 and 45 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mori (6,085,168), in view of Garfinkle et al (6,512,570).

In regards to claim 1, Mori discloses a method of providing a product to a buyer who purchased the product through a purchasing system, comprising: receiving from the buyer redemption information (col 2, lines 39-51); receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product; providing the product to the buyer (abstract); and receiving from a party different from the buyer a payment in exchange for providing the product to the buyer (FIG 1).

wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on the second price of the product that the buyer agreed to pay to the party different from the buyer. Mori teaches receiving from a party different from the buyer a payment in exchange for providing the product to the buyer, but does not specifically mention that that the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer. Garfinkle teaches a method were a buyer purchases form a price sheet subsequently the money generated from the sale is dispersed according to a method agreed upon before hand between a third party and a retailer (col 11, lines 1-20). It would be obvious to a person of ordinary skill in the art to include in Mori

arriving at a second price agreed to ahead of time between the third party and the retailer that is different than the price agreed to between the buyer and the third party, because this would assure that the retailer would be willing to accept an amount lower than agreed to between the buyer and third party seller and provide for a smoother transaction when the product is picked up.

In regards to claim 2, Mori teaches sending to the purchasing system information related to an attempt to take possession of the product, including the redemption information (col 2, line 52 through col 3, line 67).

In regards to claim 3, Mori teaches wherein the redemption information comprises a redemption code (col 73, lines 40-62).

In regards to claim 4, Mori teaches wherein the redemption code comprises at least one of: (i) an alphanumeric code; (ii) a visual code; and (iii) a bar code. Mori teaches a goods code used to identify the transaction (FIG 80). It is old and well known in the art that redemption codes can be of many forms that would uniquely identify an item or transaction. Therefore since Mori does not specifically limit how the code is presented, it could include any number of representations including that of alphanumeric, visual or a barcode.

In regards to claim 5, Mori teaches wherein the redemption code comprises at least one of a pseudo: (i) credit card number; (ii) debit card number; and (iii) banking account number (see response to claim 4).

In regards to claim 6, Mori teaches wherein the redemption code is created that is the product of a one-way hash function (col 18, line 43 – col 19 line 3).

In regards to claim 7, Mori teaches wherein the redemption information comprises a condition that must be met by the buyer col 27, line 51 – col 28, line 2).

In regards to claim 8, Mori teaches wherein the redemption information comprises at least one of. (i) expiration information; (ii) product information; (iii) price information; (iv) buyer identity information and (iv) tax information (col 52, lines 4-11).

In regards to claim 9, Mori teaches wherein the redemption information comprises penalty information (col 86, lines 23-67).

In regards to claim 10, Mori teaches wherein the penalty information comprises information related to at least one of (i) a flat fee to be paid by the buyer for failing to meet a condition; (ii) a percentage fee to be paid by the buyer for failing to meet a condition; (iii) a cost associated with delivering the product to be paid by the buyer for failing to meet a condition; and (iv) voiding a right of the buyer to take possession of the product (Claim 23).

In regards to claim 11, Mori teaches wherein the redemption information comprises a voucher (FIG 47).

In regards to claim 12, Mori teaches wherein the redemption information comprises information associated with a plurality of products (FIG 29).

In regards to claim 13, Mori teaches wherein the redemption information comprises information associated with a plurality of retailers (col 3, lines 1-5).

In regards to claim 14, Mori teaches wherein the redemption information comprises a plurality of identifiers for the product, each identifier being associated with a different retailer (Claim 56).

In regards to claim 15, Mori teaches wherein the plurality of identifiers comprise at least one of a plurality of Stock Keeping Unit (SKU) numbers; model names; and model numbers. Mori does not limit the information that can be used to identify the transaction (Claim 56), therefore, Mori could include any type of identifier necessary to assure proper redemption and the identification of the goods, including Stock Keeping Unit (SKU) numbers; model names; and model numbers.

In regards to claim 18, Mori teaches sending to the purchasing system information related to an attempt to take possession of the product, wherein the verification information received from the purchasing system is received in response to said sending (FIG 2).

In regards to claim 19, Mori teaches wherein the information related to the attempt to take possession of the product comprises a redemption code (col 73, line 40-62).

In regards to claim 20, Mori teaches wherein the information related to the attempt to take possession of the product further comprises at least one of. (1) a product identifier; (iii) a retailer identifier; and (ii) a purchase price (see response to claim 19).

In regards to claim 21, Mori teaches wherein the redemption code is a pseudo payment identifier (col 73, lines 23-38).

In regards to claim 22, Mori teaches wherein the pseudo payment identifier is one of a pseudo: (i) credit card number; (ii) debit card number; and (iii) banking account number (col 73, lines 61,62 and col 1, lines 19-21).

In regards to claim 23, Mori teaches wherein the pseudo payment identifier is associated with the purchase of the product by the buyer (col 18, lines 43-67).

In regards to claim 24, Mori teaches wherein said sending of the pseudo payment identifier comprising sending the payment identifier to the purchasing system through a credit card processing system (col 64, line 59 through col 65, line 43).

In regards to claim 25, Mori teaches wherein the pseudo payment identifier is printed on a voucher, further comprising: sending the voucher to the credit card processing system as a record of charge (**FIG 47**).

In regards to claim 26, Mori teaches receiving from the purchasing system verification information enabling the authorization of a plurality of buyers to take possession of products (col 66, lines 7-15).

In regards to claim 27, Mori teaches wherein the verification information comprises a plurality of redemption codes (col 73, line 40 through col 75, line 49).

In regards to claim 28, Mori teaches wherein the payment is received at a time based on when the product is provided to the buyer (col 3, line 65 through col 4, line 10).

In regards to claim 29, Mori teaches wherein the payment is received periodically and is associated with providing a plurality of products to a plurality of buyers. Mori teaches a management information method shown in the upper portion of FIG 73 which

contains an electronic money ID 6401 of issued money, an issue amount 6402 for the time being, a valid term 6403, a final settlement type (final payment type) drawing information 6404 and its accumulated amount 6405, a provisional settlement type (provisional payment type) drawing information 6406 and its accumulated amount 6407, and an issue balance 6408 (col 70, lines 42-49) and the use of payment vehicles such as credit cards (col 1, line 21). Furthermore, installment payments are old and well known in the art and Mori does not preclude periodic payments as an agreed upon "payment condition" (col 82, line 5), therefore periodic payments could be used in Mori, because this payment condition would allow for traditional payment installment agreements which would greatly increase the usefulness of the invention.

In regards to claim 38, Mori discloses a medium storing instructions adapted to be executed by a processor to perform a method for providing a product to a buyer who purchased the product through a purchasing system, said method comprising: receiving from the buyer redemption information; receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product; providing the product to the buyer; and receiving from a party different from the buyer a payment in exchange for providing the product to the buyer. wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on the second price of the product that the buyer agreed to pay to the party different from the buyer. (see response to claim 1).

In regards to claim 39, Mori discloses a method of operating a retailer system to provide a product to a buyer who purchased the product through a purchasing system, comprising: receiving from the buyer a pseudo payment identifier; sending the pseudo payment identifier to a payment processing system, the payment processing system being configured to receive payment identifiers; receiving an authorization from the payment processing system; providing the product to the buyer; and receiving from a party different from the buyer a payment in exchange for providing the product to the buyer. wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on the second price of the product that the buyer agreed to pay to the party different from the buyer. (see response to claims 1,2 and 21-24).

In regards to claim 40, Mori teaches wherein the pseudo payment identifier is a pseudo credit card account number and the payment processing system is a credit card processing system configured to receive credit card numbers (see response to claims 24 and 25).

In regards to claim 41, Mori discloses a retailer device, comprising: a processor; and a storage device coupled to said processor and storing instructions adapted to be executed by said processor to: receive from the buyer redemption information; receive from the purchasing system verification information enabling the authorization of the buyer to take possession of the product; provide the product to the buyer; and receive from a party different from the buyer a payment in exchange for providing the product to the buyer (see response to claim 1).

In regards to claim 42, Mori discloses a retailer system apparatus, comprising:
means for receiving from the buyer redemption information; means for receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product;

means for providing the product to the buyer; and means for receiving from a party different from the buyer a payment in exchange for providing the product to the buyer. Wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on the second price of the product that the buyer agreed to pay to the party different from the buyer. (See response to claim 1).

In regards to claim 43, Mori discloses a medium storing instructions adapted to be executed by a processor to perform a method for operating a retailer system, said method comprising: receiving from the buyer redemption information; receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product; providing the product to the buyer; and receiving from a party different from the buyer a payment in exchange for providing the product to the buyer (see response to claim 1).

In regards to claim 45, Mori discloses a method of providing a product to a buyer who purchased the product through a purchasing system, comprising: receiving from the purchasing system verification information authorizing a plurality of buyers to take possession of products (see response to claim 26); receiving from a buyer a redemption code (see response to claim 19); comparing the received redemption code with the

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received verification information (cool 17, lines 36-65 and FIG 32); providing the product to the buyer (FIG 52); and receiving from the purchasing system a payment in exchange for providing the product to the buyer (col. 6, lines 54-62), wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on the second price of the product that the buyer agreed to pay to the party different from the buyer. (see response to claim 1)

Claims 16, 31-37, 101, 106-107 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mori, and further in view of Johnson (5,924,080).

In regards to claim 16, Mori teaches wherein the redemption information comprises supplemental offer information. Mori teaches redemption information, but does not specifically mention the redemption information including supplemental redemption information. Johnson teaches a method for storing merchant member sales data on said merchant member computer, wherein said provider maintains and processes, in real time, discounts provided by manufacturer members to member consumers without said member merchant being required to process said discounts or member consumers being required to present coupons or file rebates to obtain said discounts (claim 10). It would be obvious to a person of ordinary skill in the art to include in Mori the supplemental price information as taught by Johnson because, the supplemental offer could bring the final sales price in line with the consumers expected sale price and cause sales to increase. Also, the use of these supplemental offers to lure consumers to

a particular product is well known in the retail art and would be an obvious addition to an online retail system.

In regards to claim 17, Mori teaches providing a supplemental product to the buyer in accordance with the supplemental offer information (Johnson col 5, lines 27-48).

In regards to claim 31, Mori teaches wherein the payment is an amount based on a settlement price (see FIG 3 and response to claim 16).

In regards to claim 32, Mori teaches wherein the redemption information is associated with a first price, further comprising: determining an adjustment to the first price (see response to claim 16).

In regards to claim 33, Mori teaches wherein the adjustment is based on the difference between the first price and a retail price at which a retailer offers the product for sale (see response to claim 16).

In regards to claim 34, Mori teaches wherein the adjustment is based on at least one of (i) a sales tax amount; (ii) a penalty amount; and (iii) a coupon amount (see response to claim 16).

In regards to claim 35, Mori teaches providing an adjustment amount to the buyer based on said adjustment (see response to claim 16).

In regards to claim 36, Mori teaches wherein the adjustment amount is provided to the buyer: (i) using a payment identifier associated with the buyer; or (ii) using currency (see response to claim 16, and Johnson abstract).

In regards to claim 37, Mori teaches receiving an adjustment amount from the buyer based on said adjustment. The receiving of an adjustment amount is inherent in

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the combination of Mori/Johnson, because if the adjusted price is less than the advertised price and the consumer was presented with lower priced sales offer, the consumer would be inclined to pay only the advertised price less the adjustment/discount, otherwise the retailer might be accused of luring the consumer under false pretense.

In regards to claim 101, Mori discloses a method of operating a purchasing system, comprising: receiving through a communication network a buyer offer, including a buyer defined first price, information about a product and a buyer payment identifier, from a buyer; determining if the buyer offer will be accepted by a seller; selecting at least one retailer from a plurality of retailers; adjusting a spending limit associated with a pseudo payment identifier; sending redemption information, including the pseudo payment identifier and information enabling the creation of a voucher, to the buyer; receiving the pseudo payment identifier from a credit card processing system; sending a verification authorizing the buyer to take possession of the product; re-adjusting the spending limit associated with the pseudo payment identifier; and receiving payment of an amount based on the first price using the buyer payment identifier (see response to claims 1-45); and providing to the retailer at which the buyer took possession of the product a second price, wherein the second price is a price previously agreed upon between an operator of the purchasing system and at least one the retailer and the seller and is not based on the first price defined by the buyer (see response to claim 1).

In regards to claim 106, Mori discloses a method of operating a purchasing system, comprising: arranging through a communication network for a buyer to

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purchase a product from a seller at a first price; and sending redemption information to the buyer; the redemption information enabling the buyer to receive the product from a delivery service (see response to claim 100).

In regards to claim 107, Mori discloses receiving from the delivery service information related to a product delivery; and sending to the delivery service verification information enabling the delivery service to authorize the delivery of the product with the buyer (see response to claim 1 and **FIG 52**).

In regards to claim 108, Mori discloses method of providing a product to a buyer who purchased the product through a purchasing system, comprising: receiving from the buyer a redemption code; receiving from the purchasing system verification information enabling the authorization of the delivery of the product to the buyer; and delivering the product to the buyer See response to claim 1-45).

Claims 46-52, 102-104 and 109 are rejected under 35 U.S.C. 103(a) as being unpatentable over Woolston (6,266,651), in view of Garfinkle.

In regards to claim 46, Woolston discloses method of operating a purchasing system, comprising: arranging through a communication network for a buyer to purchase a product from a seller, wherein the buyer agrees to pay a first price for the product (Garfinke price sheet); and sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer, different from the seller (**FIG 12, item 742**), that offers the product for sale at a second price. Woolston teaches a second tier selling a first tier's inventory (located at a local retail site) to a consumer (abstract) and delivery terms (col. 6, lines 54-62),

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therefore it is understood that depending on the buyers terms, the product can either be delivered or picked up at the retailers site. Furthermore, if the seller stipulated in the contract that the product would be picked up at the sellers store the system would need to deliver the product at the first contracted price regardless of the second price as displayed at the retail site (abstract). and providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer, wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product Woolston teaches a two tiered system but does not specifically mention providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer, wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product . Garfinkle teaches a method where a buyer purchases from a price sheet subsequently the money generated from the sale is dispersed according to a method agreed upon before hand between a third party and a retailer (col 11, lines 1-20). It would be obvious to a person of ordinary skill in the art to include in Mori arriving at a second price agreed to ahead of time between the third party and the retailer that is different than the price agreed to between the buyer and the third party, because this would assure that the retailer would be willing to accept an amount lower than agreed to between the buyer and third party seller and provide for a smoother transaction when the product is picked up.

In regards to claim 47, Mori teaches wherein said arranging for the buyer to purchase the product comprises: receiving a buyer offer, including a buyer-defined first price and information about the product, from the buyer; and determining if the buyer offer will be accepted (col 3, lines 36-53).

In regards to claim 48, Mori teaches wherein said determining comprises at least one of: (i) sending information about the buyer offer to at least one seller; and (ii) locally determining if the buyer offer will be accepted (col 13, line 36 – col 14, line 4).

In regards to claim 49, Mori teaches wherein said arranging for the buyer to purchase the product comprises receiving payment from the buyer of an amount based on the first price (see response to claim 46, and col 15, line 57 – col 16, line 40).

In regards to claim 50, Mori teaches wherein the payment is received at a time based on one of: (i) when the purchasing system arranges for the buyer to purchase the product; and (ii) when the buyer takes possession of the product at the retailer (**FIG 7**).

In regards to claim 51, Mori teaches wherein said arranging for the buyer to purchase the product comprises receiving a payment identifier from the buyer (col 30, lines 30-42).

In regards to claim 52, Mori teaches wherein said arranging for the buyer to purchase the product comprises one of (i) charging an amount based on the first price using the payment identifier; and (ii) reserving an amount based on the first price using the payment identifier. Woolston teaches charging an amount to a credit card or other payment method and reserving an amount at the site to assure payment and reduce transaction costs (col 19, line 43 through col 20, line 29). Although, Woolston does not

specifically state that the price is the first price, Woolston's system is two tiered and therefore, the charged amount could be based on a first, second or some other discounted price that is agreed upon.

In regards to claim 102, Mori discloses a purchasing system device, comprising: a processor; and a storage device coupled to said processor and storing instructions adapted to be executed by said processor to: arrange through a communication network for a buyer to purchase a product from a seller, wherein the buyer agrees to pay a first price for the product, send redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price. And provide the retailer a third price for the product once the buyer takes possession of the product at the retailer, wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product (see response to claim 46)

In regards to claim 103, Mori discloses a purchasing system apparatus, comprising: means for arranging through a communication network for a buyer to purchase a product from a seller, wherein the buyer agrees to pay a first price for the product; and means for sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price, and means for providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer, wherein the third price is a price for the product agreed upon between the retailer and

the seller and is not based on the first price that the buyer agreed to pay for the product.
(see response to claim 46).

In regards to claim 104, Mori discloses a medium storing instructions adapted to be executed by a processor to perform a method for operating a purchasing system, said method comprising: arranging through a communication network for a buyer to purchase a product from a seller, wherein the buyer agrees to pay a first price for the product; and sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price, providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer, wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product (see response to claim 46).

In regards to claim 109, Mori discloses a method of operating a purchasing system, comprising:
arranging through a communication network for a buyer to purchase a product from a seller, wherein the buyer agrees to pay a first price for the product; and sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price, providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer, wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product (see response to claim 46).

Claims 54-61, 63-66, 71- 78, 83-100 are rejected under 35 U.S.C. 103(a) as being unpatentable over Woolston, in view of Garfinkle, in view of Mori and further in view of Garfinkle.

In regards to claims 54-61, 63-67, 71- 78, 82, 83-100, Woolston teaches a two-tiered method for selling products over the Internet, including a payment mechanism, but does not specifically mention the elements in claims 54-61, 63-67, 71- 78, 82, 83-100. Mori teaches a method for processing payments over the internet (see detailed claim elements below). It would be obvious to a person of ordinary skill in the art to include in Woolston, the payment elements as set forth in Mori, because many different methods of payment could be used in Woolston and if the ones noted in Mori were the best or most cost effective, or merely found to be convenient, than Mori's methods would work as well as might other methods, for securing payment for a product.

In regards to claim 54, Woolston teaches wherein the redemption information comprises a redemption code (see response to claim 3).

In regards to claim 55, Woolston teaches wherein the redemption code comprises at least one of (1) an alphanumeric code; (ii) a visual code; and (iii) a bar code (see response to claim 4).

In regards to claim 56, Woolston teaches wherein the redemption code comprises at least one of a pseudo: (1) credit card number; (ii) debit card number; and (iii) banking account number (see response to claim 5).

In regards to claim 57, Woolston teaches wherein the redemption code is a product of a one-way hash function (see response to claim 6).

In regards to claim 58, Woolston teaches wherein the redemption information comprises a condition that must be met by the buyer (see response to claim 7).

In regards to claim 59, Woolston teaches wherein the redemption information comprises expiration information (see response to claim 8).

In regards to claim 60, Woolston teaches wherein the redemption information comprises penalty information (see response to claim 9).

In regards to claim 61, Woolston teaches wherein the penalty information comprises information related to at least one of (i) a flat fee to be paid by the buyer for failing to meet a condition; (ii) a percentage fee to be paid by the buyer for failing to meet a condition; (iii) a cost associated with delivering the product to be paid by the buyer for failing to meet a condition; and (iv) voiding a right of the buyer to take possession of the product (see response to claim 10).

In regards to claim 63, Woolston teaches wherein the redemption information comprises information associated with a plurality of products (see response to claim 12).

In regards to claim 64, Woolston teaches wherein the redemption information comprises information associated with a plurality of retailers (see response to claim 13).

In regards to claim 65, Woolston teaches wherein the redemption information comprises a plurality of identifiers for the product, each identifier being associated with a different retailer (see response to claim 14).

In regards to claim 66, Woolston teaches wherein the plurality of identifiers comprise at least one of a plurality of: Stock Keeping Unit (SKU) numbers; model names; and model numbers (see response to claim 15).

In regards to claim 71, Woolston teaches receiving from the retailer information related to an attempt to take possession of the product; and sending to the retailer a verification authorizing the buyer to take possession of the product (see response to claim 18).

In regards to claim 72, Woolston teaches wherein the redemption information and the information related to the attempt to take possession of the product comprise a redemption code (see response to claim 19).

In regards to claim 73, Woolston teaches wherein the information related to the attempt to take possession of the product further comprises at least one of: (i) a product identifier; (ii) a retailer identifier; and (iii) a purchase price (see response to claim 20).

In regards to claim 74, Woolston teaches wherein the redemption code is a pseudo payment identifier (see response to claim 21).

In regards to claim 75, Woolston teaches wherein the pseudo payment identifier is one of a pseudo: (i) credit card number; (ii) debit card number; and (iii) banking account number (see response to claim 22).

In regards to claim 76, Woolston teaches wherein the pseudo payment identifier is uniquely associated with the purchase of the product by the buyer. (see response to claim 23).

In regards to claim 77, Woolston teaches wherein said receiving from the retailer the pseudo payment identifier comprises receiving the identifier through a credit card processing system (see response to claim 24).

In regards to claim 78, Woolston teaches wherein the pseudo payment identifier is provided on a voucher, and the retailer sends the voucher to the purchasing system as a record of charge (see response to claim 25).

In response to claims 83-100, the combination of Woolston/Mori teach all the claimed elements For example: see responses to claims 1-45.

Claim 53 and 62 is rejected under 35 U.S.C. 103(a) as being unpatentable over Woolston, and further in view of Biffar.

In regards to claim 53, Woolston teaches wherein said arranging for the buyer to purchase the product comprises selecting at least one retailer from a plurality of retailers. Woolston teaches a legal framework for establishing ownership and a database that includes a header that identifies a store identification, user identification, passwords and the like to allow the market maker computer 800 to verify authenticity, approve authorization and track usage of the posting terminal 700 by a particular posting terminal 700 and posting terminal user, but does not specifically mention the use of a voucher to take possession of a purchased product. Biffar teaches the creation of vouchers used for redemption at a later date. It would be obvious to a person of ordinary skill in the art to include in Woolston the voucher method as taught by Biffar,

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because the use of a voucher would be an expeditious way of sealing a contract and transferring product and redemption information to a buyer for reclamation of a product at a retailer. ; sending to the retailer a verification authorizing the buyer to take possession of the product (FIG 12, ITEM 742); and providing to the retailer a retailer payment in exchange for providing the product to the buyer (col. 6, lines 54-62).

62. The method of claim 46, wherein the redemption information comprises information that enables the creation of a voucher (see response to claim 53).

Claims 68-70 and 79-81 are rejected under 35 U.S.C. 103(a) as being unpatentable over Woolston, in view of Garfinkle, in view of Mori, and further in view of Johnson.

In regards to claims 69-70, the combination of Woolston/Mori teaches the features in claims 69-70, but neither specifically mentions supplemental product information Johnson teaches a method for storing merchant member sales data on said merchant member computer, wherein said provider maintains and processes, in real time, discounts provided by manufacturer members to member consumers without said member merchant being required to process said discounts or member consumers being required to present coupons or file rebates to obtain said discounts (claim 10). It would be obvious to a person of ordinary skill in the art to include in Woolston/Mori the supplemental price information as taught by Johnson because, the supplemental offer could bring the final sales price in line with the consumers expected sale price and cause sales to increase. Also, the use of these supplemental offers to lure consumers to a particular product is well know in the retail art and would be an obvious addition to an online retail system.

In regards to claim 79, Woolston teaches wherein said arranging for the buyer to take possession of the product at the retailer further comprises adjusting a spending limit associated with the pseudo payment identifier. Adjusting spending limits is old and well known in the art and could therefore be incorporated in Woolston's payment methods if so desired.

In regards to claim 80, Woolston teaches wherein said adjusting the spending limit comprises establishing a minimum spending amount and a maximum spending amount. Having a minimum and maximum spending limits is old and well known in the art and could therefore be incorporated into the methods of Woolston if so desired.

In regards to claim 81, Woolston teaches wherein the information related to the attempt to take possession of the product comprises a purchase price and said sending a verification is only performed if the purchase price is more than the minimum spending amount and less than the maximum spending amount. (see response to claims 46, and 78-80)

In regards to claim 67, Woolston teaches adding supplemental offer information to the redemption information (see response to claim 16).

In regards to claim 82, Woolston teaches wherein said adjusting is based on at least one of: the first price; the second price; a settlement price to be provided to the retailer in exchange for providing the product to the buyer; a penalty amount; and a tax amount (see response to claim 34)

Response to Arguments

Applicants argument have been carefully considered, but were found not to be persuasive in view of the new rejection presented above which was necessitated by amendment and arguments presented below.

In response to applicant's argument concerning claims 9 and 10, that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., redemption information is associated with more than one seller, and that more than one product identifier may be associated for a particular product) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

Applicant argues in regards to claims 13-15 and 64-66 that there is no indication in Mori that the redemption information is associated with more than one seller. The examiner redirects the applicants attention to Mori columns 2 and 3, where an object item (transaction associated with the purchase of goods and services) is redeemed. The object is associated with multiple retail services such as nursing, white ant exterminating, and field work cleaning of carpets ect.

and, that there is no teaching or suggestion in Mori that more than one product identifier may be associated for a particular product, much less that each of the identifiers for the particular product is associated with a different retailer. As stated in the office action Mori does provide an identifier associated with the product (claim 56), and does not limit the information that can be associated with the product, therefore,

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Mori can include any number identifiers including SKU's model numbers or model names.

Applicant argues in regards to claims 60 and 61 Woolston does not teach or suggest applying a penalty to a party, much less including penalty information in any redemption information. The examiner disagrees and once again directs the applicant's attention to column 86, line 23-67 of Mori.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to **Mark Fadok** whose telephone number is **(703) 605-4252**. The examiner can normally be reached Monday thru Friday 8:00 AM to 4:00 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, **Wynn Coggins** can be reached on **(703) 308-1344**.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the **Receptionist** whose telephone number is **(703) 308-1113**.

Any response to this action should be mailed to:

Commissioner of Patents and Trademarks


Washington D.C. 20231

or faxed to:

(703) 305-7687 [Official communications; including
After Final communications labeled
"Box AF"]


(703) 746-7206 [Informal/Draft communications, labeled
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 7th floor receptionist.



Mark Fadok

Patent Examiner



Jeffrey A. Smith
Primary Examiner